

**KODIAK CITY COUNCIL**

**WORK SESSION AGENDA**

**Tuesday, June 12, 2018**

**Kodiak Public Library Multi-Purpose Room**

**7:30 p.m.**

*Work sessions are informal meetings of the City Council where Councilmembers review the upcoming regular meeting agenda packet and seek or receive information from staff. Although additional items not listed on the work session agenda are sometimes discussed when introduced by the Mayor, Council, or staff, no formal action is taken at work sessions and items that require formal Council action are placed on a regular Council meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the "official record" should be made at a regular City Council meeting.*

**Discussion Items**

- 1. Public Comments (limited to 3 minutes)
- 2. Discuss Professional Services Agreement for Economic Development Services .....1
- 3. Discussion About Amending Sections 9 and 12 of the Schedule of Fees, Charges, and Tariffs.....15
- 4. Elected Officials Training/Travel Requests
- 5. June 14, 2018, Agenda Packet Review
  - a.Councilmember Mckenna Foster’s Suggested Amendments to Ord. 1378..... 20

**Items to Be Scheduled**

- 1. Discussion About the Purpose of Work Sessions (July 10)
- 2. Discussion About Roberts Rules of Order/Decorum (July 10)

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## AGREEMENT FOR SERVICES CONTRACT

**DATE:** May

**Client:** City of Kodiak  
710 Mill Bay Road  
Kodiak, Alaska 99615

**CONTRACTOR:** A<sup>3</sup> Consulting  
5665 Sapphire Loop  
Anchorage, Alaska 99504  
Tax ID/SSN#

**AGREEMENT DATE(S):** Effective as of May 1, 2018 through December 31, 2018

### 1. AUTHORIZATION

The City of Kodiak (hereafter "Client") engages A<sup>3</sup> Consulting (hereafter "Contractor") to provide services as an independent contractor for facilitation and implementation of economic development activities. Contractor shall perform the services for the benefit of Client as set forth in **Appendix A: Scope of Work** during the term of this Contract. Contractor, for itself, its subcontractors, vendors and suppliers, agrees and certifies that they shall comply with the requirements of all pertinent federal and state laws, orders, rules and regulations in performing the services under this Contract. Contractor represents that it has specific expertise in the Scope of Work and shall perform all services in accordance with ordinary industry customs, best practices, and in a professional manner.

### 2. AMOUNT

The maximum contract amount payable for the services from the date of signing of this Contract and through December 31, 2018 **will not exceed \$40,000** ("Fixed Fee"), unless Client approves an increased amount in writing. This amount covers only contractor time. The Contractor may be paid less as determined by the approved budget and actual work performed. Only activities described under the **Appendix A: Scope of Work**, and for which written approval exists, shall be reimbursed. The Client may add to the Contract amount, and with written approval for any additional travel expenses, including per diem.

### 3. AGREEMENT WITH CONTRACTOR

Client Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Contractor

The Contractor agrees to work with the Client as an independent contractor and not as an employee, as that term is understood for federal and state law purposes. No agency relationship, partnership, joint venture, or employer-employee relationship shall arise, or be construed to arise, by virtue of this Contract. Contractor accepts and agrees to the Scope of Work as described in **Appendix A**.

**4. PAYMENT AND INVOICES**

The Contractor shall submit invoices monthly and no later the 15<sup>th</sup> day of each month. In addition to the Contractor's fee, the invoice shall include any incidental expenses made necessary solely by Client's project which have been approved in advance by Client. Contractor shall submit an invoice and receipts for such expenses. All payments will be made in US dollars. Payment to Contractor will be made within thirty (30) days from receipt of invoice.

**5. DELEGATION/SUBCONTRACTORS**

The Contractor may not assign or delegate any of the Scope of Work or any aspect of this Contract, or any part of it, or any right to any of the money to be paid under it, without first submitting written justification to the Client and receiving written consent which may be withheld in Client's sole discretion. Any attempted assignment by Contractor shall be null and void and of no effect. Any approved subcontractor shall comply with all terms of this Contract.

**6. NO ADDITIONAL WORK OR MATERIAL**

No claim for additional services, not specifically provided in this Contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the Contract unless the work or material is requested in writing by the Client.

**7. OWNERSHIP OF DOCUMENTS/INTELLECTUAL PROPERTY RIGHTS**

All designs, drawings, specifications, notes, databases, artwork and all other work product developed in the performance of this Contract remain the property of Client and may not be copyrighted by the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under trademark, patent or copyright laws. The Contractor hereby agrees, for a period of three (3) years after final payment under this Contract or any subsequent contract signed with Client, to furnish and provide access to all retained materials at the request of Client.

**8. INDEPENDENT CONTRACTOR STATUS**

It is understood that this Contractor is an independent contractor and accepts responsibility for payment of all taxes due by it, payment of the amount of wages, fringe benefits, and taxes, the work schedules and work conditions for its employees and agents, including without limitation withholding taxes, Social Security, any state tax, workman's compensation insurance, and any other taxes or amounts required by applicable law. As such, Contractor shall have exclusive control over the means, method and details of fulfilling the obligations stated in **Appendix A**. In the performance of this Contract, Contractor shall at all times be and remain an independent contractor, with the sole right to supervise, manage, control, and direct the performance of Contractor's duties.

**9. INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the Client from and against all claims, demands, costs, suits, fines, judgments, penalties, expenses, damages, losses, and liabilities of any kind or nature whatsoever arising, directly or indirectly, from the negligence, willful misconduct, and any act or omission of the Contractor under this Contract. The Contractor shall not be required to indemnify the

Client Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Contractor



Client for a claim of, or liability for, the independent negligence of the Client. This obligation shall survive the termination of this Contract.

**10. CONFIDENTIALITY**

Contractor shall not at any time during or after the termination of this Contract directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matter affecting or relating to Client or the business of Client "Confidential Information." Contractor agrees to the foregoing without regard to whether all of the foregoing matters will be deemed confidential, material or important, it being stipulated by the parties that all information, whether written or otherwise, regarding AITA's business, including but not limited to information regarding customers, customer lists, employees, employee salaries, costs, prices, earnings, and any financial or cost accounting reports, products, services, formulae, compositions, machines, equipment, apparatus,

systems, technical information, software and other intellectual property, operations, potential acquisitions, new location plans, prospective and executed contracts and other business arrangements, and sources of supply, is presumed to be important, material, and confidential information of the other party for purposes of this Contract. Contractor agrees that all such information is a trade secret owned exclusively by Client which shall at all times be kept confidential. "Confidential Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by either party, its agents, representatives, or employees; or (ii) becomes available to Contractor on a non-confidential basis from a source other than Client or its agents which is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. Contractor may use Confidential Information only for a purpose that is necessary to carrying out its duties under this Contract. The parties acknowledge that remedies at law may be inadequate to protect against a breach of this provision and therefore hereby agree in advance to the granting of injunctive relief without proof of actual damages. Contractor shall not release any information for publication or advertising purposes relative to the services furnished hereunder without Client's prior written consent.

**11. OTHER LAWS**

All parties are responsible for compliance with any and all applicable national, state and local laws, regulations, ordinances and requirements.

**12. SEVERABILITY**

If any provision of the Contract is found to be invalid under, or contravene applicable laws, such contravention shall not invalidate the entire Contract. The Contract shall be construed as if the invalid provision is not contained in the Contract. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Contract recognize that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms' length.

**13. TERMINATION**

For any reason whatsoever, the Client may, with a 30-day prior written notice terminate this Contract in whole or in part. The Client is liable only for payment for services rendered by the Contractor before the effective date of termination. This Contract may be cancelled with a 30-day written notice from the Client due to the lack of appropriated funds.

Client Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Contractor

**14. GOVERNING LAW**

This Contract is made and entered into in the State of Alaska and is governed by the laws of the State of Alaska. All actions concerning this Contract shall be brought in the State of Alaska Superior Court in Anchorage unless the amount involved requires the action be brought in a lower court.

**15. PROJECT PERSONNEL**

The Contractor shall notify the Client Project Manager immediately of any change in Contractor’s key project personnel. Any changes to key personnel must receive prior written approval from the Project Manager.

**16. CONTRACT CHANGES AND AMENDMENTS**

Both parties intend to maintain a close working relationship, keep each other well informed, and notify the other immediately of any anticipated changes as soon as possible. Contractor is responsible for tracking Contract costs and shall notify Client in writing if a cost overrun is expected. If the Contractor fails to notify Client, and a cost overrun occurs, the Contractor shall be responsible for any additional costs over the Contract amount until the time the Contractor notifies Client of the overrun. This Contract, including the Scope of Work and Contract amount may only be changed, modified, waived, or discharged in whole or in part with a written amendment or document signed by all parties.

**17. CANCELLATION FOR LACK OF FUNDS**

This Contract may be canceled at any time due to the lack of appropriated funds. If the Contract is cancelled, the Contractor shall be compensated for all work up through the date of cancellation.

**18. ENTIRE AGREEMENT**

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same Contract. This instrument sets forth the entire agreement between Contractor and Client. This Contract supersedes all other agreements, either oral or written, between the parties to this Contract with respect to the engagement of Contractor by Client contains all of the covenants and agreements between the parties with respect to such engagement. It shall not become effective until both issued copies of the Contract are accepted and executed by both Client and Contractor, and if applicable, the Contractor receives any mutually agreed upon deposit. No waiver of the terms and conditions of this Contract, nor the failure of either party to strictly enforce such terms or condition, on one or more occasions shall be construed as a waiver of the same or any other term or condition of this Contract on any other occasion.

The specifics concerning this Contract, including additional terms and conditions on the following pages and in Appendix A are incorporated into this Contract by this reference and are approved, by signing below.

**ACCEPTED BY:**

**CITY OF KODIAK**

**Signature** \_\_\_\_\_

Client Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Contractor

**Print Name** Mike Tvenge

**Title** City Manager

**Date** \_\_\_\_\_

**ACCEPTED BY:**

**A<sup>3</sup> Consulting**

**Signature** \_\_\_\_\_

**Print Name** Wanetta Ayers

**Title** Owner

**Date** \_\_\_\_\_

DRAFT

Client Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Contractor

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## APPENDIX A: SCOPE OF WORK & DELIVERABLES

The City of Kodiak seeks to form an economic development organization (EDO) to identify strategic opportunities that expand the local economy, advance the community's identity and place brand, identify and promote investment opportunities in Kodiak, and serves as a focal point for local governments and private entities with a shared interest in economic growth.

A<sup>3</sup> Consulting, Creativity, and Communications (A<sup>3</sup>) is engaged to facilitate the COK's special committee for economic development, advance the formation of the EDO, plan and facilitate an economic development summit, and respond to economic opportunities and projects which may arise.

### Scope of Services:

A<sup>3</sup> will provide the following services:

- Continue facilitation of meetings, communication, and ongoing engagement of the COK's special committee on economic development
- Develop founding documentation for the economic development organization including articles of incorporation, draft bylaws, federal and state nonprofit recognition, and other filings as may be required. Work directly with COK's legal counsel as needed to review and present these documents for COK approval.
- Plan and implement an economic summit to be held between October 10 to October 20; working with the committee to finalize the dates, agenda, and other summit arrangements; develop and promote summit sponsorships; market the summit to appropriate audiences as approved by the committee.
- Field and summarize two surveys for reveal at the summit: 1.) resident's aspirations for the community and their future; 2.) local business climate conditions targeted to business owners and managers.
- Monitor and respond to grant notifications, economic development programs, and other funding opportunities to advance COK's economic development opportunities, as approved by the city manager.



**A<sup>3</sup> Consulting, Creativity, and Communications**

5665 Sapphire Loop • Anchorage, Alaska 99504

(907) 230-2284 • wayers@gci.net

March 1, 2017

Aimée Kniaziowski, City Manager  
City of Kodiak  
710 Mill Bay Road  
Kodiak, Alaska 99615

Re: City of Kodiak – Letter of Engagement March 2017

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The City of Kodiak seeks to reestablish its economic development program. In advance of the City Council's March 21, 2017 work session, A<sup>3</sup> Consulting is engaged to prepare advance materials, develop an initial project implementation timeline, and further detail components described in ***City of Kodiak: Recommendations for Reestablishing an Economic Development Program.***

The scope of this engagement will not exceed 60 hours through March 31, 2017 at a rate of \$75 per hour. This time will be allocated at follows:

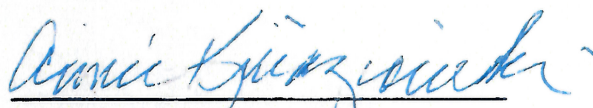
Follow -up calls with Council members	5 – 10 hours
Preparation of project timeline	5 hours
Write-up about Business Climate Survey	3 – 5 hours
March 21 work session prep	2 – 5 hours
Follow-up through March 31	25 – 35 hours

At the conclusion of this engagement, the City of Kodiak will have an implementation plan for the preliminary stage of its economic development program.

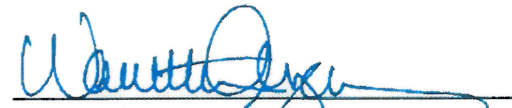
I enjoyed discussing the community with each council member and am grateful for the opportunity to visit Kodiak again after far too long an absence. Thank you again for the opportunity to work with the City of Kodiak.

**ACCEPTANCE:**

**CITY OF KODIAK**

  
\_\_\_\_\_  
Aimée Kniaziowski, City Manager

**A<sup>3</sup> CONSULTING**

  
\_\_\_\_\_  
Wanetta Ayers

Successful economic development initiatives are driven by a solid foundation of economic analysis as well as continuous public engagement. Both aspects ensure that the effort is embraced broadly and survives political cycles.

The City of Kodiak seeks to harmonize its approaches to economic development. A strategic economic development planning process will help the COK develop and initiate a plan to achieve economic growth. A stepwise approach to organizing, assessing, and prioritizing actions with broad public engagement might include all or some of the following:

Phase	Outcomes	Recommended Engagement
Pre-planning and Visioning	<ul style="list-style-type: none"> <li>• Governance Body named and populated</li> <li>• Vision Statement finalized</li> <li>• Project Plan and Timeline published</li> </ul>	<ul style="list-style-type: none"> <li>• Branded Identity for the Effort</li> <li>• Media Releases</li> <li>• Citizen Survey – simple 3 – 5 Q</li> <li>• Public Meeting</li> <li>• Project Web Page and Social Assets</li> </ul>
Environmental Scan and Assessment	<ul style="list-style-type: none"> <li>• Economic Profile</li> <li>• Business Climate Survey – licensed businesses in COK</li> <li>• Key Informant Interviews – 15 to 20 one-on-one interviews with leaders of key community anchor institutions</li> <li>• Local Sentiments – values, aspirations, and concerns</li> <li>• Competitive Analysis – comparison to three peer communities</li> <li>• SWOT Analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Business interviews and surveys</li> <li>• Citizen survey</li> <li>• Social channels – what’s happening, how citizens can be involved</li> <li>• Public Meeting</li> </ul>
Formulate Strategic Goals and Objectives	<ul style="list-style-type: none"> <li>• 5-year goals and objectives based on ESA</li> </ul>	<ul style="list-style-type: none"> <li>• Public Meeting</li> </ul>
Identify, Evaluate, and Prioritize Projects	<ul style="list-style-type: none"> <li>• Generate list of projects to achieve GSOs</li> <li>• Prioritize projects based on feasibility and ROI</li> </ul>	<ul style="list-style-type: none"> <li>• Governance Body</li> <li>• Public Meeting</li> </ul>
Develop Action Plans	<ul style="list-style-type: none"> <li>• Project Timelines</li> <li>• Project Leads</li> <li>• Project Partners</li> <li>• Evaluation Framework</li> </ul>	<ul style="list-style-type: none"> <li>• Governance Body</li> <li>• Public Meeting</li> <li>• Public Comment Period</li> </ul>
Implementation	<ul style="list-style-type: none"> <li>• Revised Job Description(s)</li> <li>• Professional Services Contract</li> <li>• Ongoing Governance</li> </ul>	<ul style="list-style-type: none"> <li>• Project Updates</li> <li>• Public Reports</li> <li>• Social Postings</li> </ul>

	<ul style="list-style-type: none"> <li>• Ongoing Administration</li> </ul>	
Evaluation Framework and Monitoring	<ul style="list-style-type: none"> <li>• Online Framework</li> <li>• Quarterly/Annual Metrics</li> <li>• Semi-Annual Report to Council</li> </ul>	<ul style="list-style-type: none"> <li>• Public Meeting/Report</li> </ul>

If the COK desires more of a strategic doing approach, some focused effort with the COK Council or a committee designated by the council, possibly with one or more representatives of the Fisheries Work Group, Downtown Revitalization Committee, Destination Kodiak. Chamber of Commerce, and others. Some possible, broad actions include:

**Business Expansion, Retention, and Resilience**

- Discover and address business concerns and pain points;
- Encourage businesses to prepare for natural disasters and economic downturns
- Review ordinances, fee structures, land management, and other assets controlled by the city for policy revisions that will encourage economic growth.

**Marketing and Public Diplomacy**

- Review and harmonize key positioning and marketing efforts with primarily external audiences
- Conduct regular outreach with key markets using a unified branding approach

**Workforce Development**

- Encourage prioritized efforts amongst the school district, Kodiak College, UAF School of Ocean Sciences, and others to ensure secondary and postsecondary education and training to address in-demand jobs that achieve a living wage.

**Infrastructure and Redevelopment**

- Identify planned and prioritized infrastructure investments that are most likely to support economic growth

The implementation of the above would be primarily through partnerships on contracted services. Public engagement would be limited, but include at some level, to ensure a successful effort.

There are many variables that are not addressed here given the limitations to time and lack of formal engagement.

**A<sup>3</sup> Consulting, Creativity, and Communications**

5665 Sapphire Street  
Anchorage, Alaska 99504  
(907) 230-2284  
wayers@gci.net

October 25, 2016

City of Kodiak  
Attn: Aimée Kniazowski, City Manager  
710 Mill Bay Road  
Kodiak, Alaska 99615

Re: Engagement for Facilitation of Economic Development Work Session

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The City of Kodiak seeks to define its intentions and goals with regard to its role in economic development. A<sup>3</sup> Consulting, Creativity, and Communications (A<sup>3</sup>) is engaged to facilitate a work session of the City Council and key City staff to elicit a consensus view on this topic.

**Scope of Services:**

A<sup>3</sup> will provide the following services:

- Advance one-on-one interviews with each COK Council member and up to three staff members using a prepared survey / slate of questions.
- Facilitation of a 3- to 4-hour work session using an Appreciative Inquiry format – focusing on four to five questions that will illustrate shared intentions and priorities.
- A brief 2 – 3-page summary of the interviews and work session suggesting next steps / approaches to address the COK’s economic development goals.

**Fees:**

Fees for this engagement will not exceed \$3,000 plus actual travel expenses:

Consulting Fee:	\$3,000
Air Fare:	500 (estimated)
Per Diem:	<u>\$181</u>
Total:	<u>\$3,681</u>

**Dates:**

Any date prior to November 18, 2016 is recommended for the facilitated discussion. A<sup>3</sup> will commence planning and interviews once this engagement is fully executed and a work session date is finalized.

- m o r e -



**Acceptance:**

On behalf of the City of Kodiak, I accept the terms specified in this engagement letter and authorize A<sup>3</sup> Consulting, Creativity, and Communications to proceed with committing time to the engagement pending a final agreement.

Signature: *Aimee Kuzniowski*

Printed Name: AIMEE KUZNIOWSKI

Date: 10/27/16



**A<sup>3</sup> Consulting, Creativity, and Communications**

5665 Sapphire Loop  
Anchorage, Alaska 99504  
(907) 230-2284  
wayers@gci.net

December 21, 2016

Aimée Kniazowski, City Manager  
City of Kodiak  
710 Mill Bay Road  
Kodiak, Alaska 99615

Re: Preparation for January 10 City Council Work Session

Aimée:

Thank you for the opportunity to work with the City of Kodiak. This letter will outline preparation for the January 10 City Council work session.

I will arrive in Kodiak on January 10 on the morning jet and am booked to leave on the last flight that evening. I am happy to stay overnight if you feel there is a need to debrief in-person after the meeting.

On December 27, I will email all council members seeking a time to interview them over the phone prior to January 10. I have attached a preliminary set of interview questions for your review. I will also set up some meetings with local business and community leaders for January 10.

I will develop a brief one-page summary of Kodiak's economic performance. This will be data from readily available sources without any customization or analysis. The purpose of this summary is simply to give some indication of high-level economic indicators and a brief review of economic sectors.

I am allocating my time as follows:

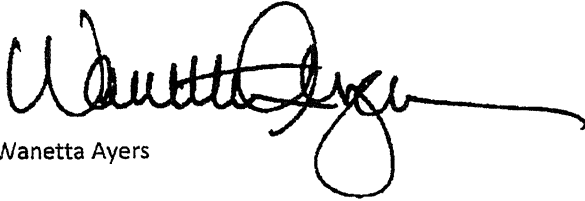
- Preparation and advance interviews: 15 – 20 hours
- In-person interviews and City Council meeting – 10 hours
- A brief 2 – 3-page summary of the interviews and work session suggesting next steps / approaches to address the COK's economic development goals – 10 – 15 hours.

I have enclosed an invoice for reimbursement of initial travel expenses and half of the consulting fee for this engagement.

- more -

Thank you again for the opportunity to work with the City of Kodiak. I hope the holidays are a joyous time for you and your family!

Sincerely,

A handwritten signature in black ink, appearing to read 'Wanetta Ayers', with a long horizontal flourish extending to the right.

Wanetta Ayers

Enclosures:   Draft interview questions  
                  Preliminary Invoice  
                  W9

## **City of Kodiak**

Audience: City Council Members, City Staff (Manager, Assistant Manager, CFO, Community Development, Harbormaster), KCC, Discover Kodiak, Kodiak College, Processors, ANCs, Retail, TBD as time permits.

### **Pre-Facilitation Interview Questions**

Preface: There is no right or wrong answer. All responses will be kept confidential. The purpose is to help focus the discussion on January 10.

Economic Development: Encourage private sector investment that leads to living wage jobs and a stable tax base that supports a vibrant quality of life. Use public investments to leverage or incentivize targeted private sector investment. Create a positive business climate.

1. Tell me about your interest in economic development for Kodiak. (Initiate conversation, identify their level of interest and understanding, develop basis for follow-up questions later in the conversation.)
2. From your perspective, how is the local economy performing? Gather anecdotal information, identify pain points, identify successes, possibly identify others to speak to during 1/10 visit.
3. What past economic development efforts in Kodiak (or in other communities) do you think provide a model for successful economic development?  
Establish frame of reference and possible biases.
4. Are there any initiatives or policy changes that you think the City of Kodiak should be considering? Identify any established issues or possible focus areas for future efforts.
5. Review key economic metrics available at the local and borough levels (brief 1-page hand-out)  
Present macroeconomic data on jobs, wages, and key economic clusters that is readily available.  
Record reactions to this information – surprises, validation, concerns.
6. Do you think the COK needs to revise its approach to economic development? If so, what would a successful effort look like?  
Suss out an initial position and what would make them feel invested in the process.

**CITY OF KODIAK  
RESOLUTION NUMBER 2018-07**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING  
SECTIONS 9 AND 12 OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS**

WHEREAS, at the January 25, 2018, regular meeting the Kodiak City Council approved its budget goals for FY2019, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, staff reviewed the Schedule of Fees and Charges, and it was decided to bring forth amendments to the City fees; and

WHEREAS, the suggested fee amendments herein reflect the City's cost to provide services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Sections 9 and 12 of the City's Schedule of Fees, Charges, and Tariffs are hereby amended as follows:

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending Sections 9 and 12 of the Schedules of Fees, Charges and Tariffs.

BE IT FURTHER RESOLVED that the changes to Sections 9 and 12 of the Schedule of Fees, Charges, and Tariffs herein shall be effective July 1, 2018.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees, Charges, and Tariffs.

**Section 9 Harbor**

*A day is defined as a calendar day, midnight to midnight or portion thereof.*

9.1	Disposal	
9.1.1	Drums, each 55 gallon .....	24.50
9.1.2	Containment boom, per foot, per day, plus labor .....	0.60
9.1.3	Sorbent pads and boom .....	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon	
9.1.4.1	Used oil .....	1.25
9.1.4.2	Oily bilge water, vessels under 400 gross tons.....	2.75
9.1.4.3	Oily bilge water, vessels over 400 gross tons	5.25
9.1.4.4	Testing and other necessary services.....	cost + 10%
9.2	Dry Storage	
	<i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>	
9.2.1	Daily, per square foot.....	0.04
9.2.2	Weekly, per square foot.....	0.14
9.2.3	Monthly, per square foot.....	.48
9.2.4	Annual, per square foot .....	1.50

**Section 9 Harbor (continued)**

9.2.5	Impounded vessels: cost of labor, equipment, and storage .....	cost + 10%
9.3	Electric Service, temporary, per day	
9.3.1	120-volt single-phase or actual KWH cost, whichever is greater.....	18.00
9.3.2	208-volt single-phase or actual KWH cost, whichever is greater.....	43.00
9.3.3	208-volt three-phase or actual KWH cost, whichever is greater .....	49.00
9.3.4	Electric cord rental, per day	
	30-amp 120-volt twist lock cords.....	9.00
9.3.5	Electric plug rental, per day	
	30-amp twist lock GFI to 20-amp straight blade .....	6.00
	208 single phase to 30-amp twist lock .....	12.00
	208 three phase to 208 single phase .....	18.00
9.4	Tidal Grid, per foot, per tide.....	2.50
9.5	Services and equipment rental	
9.5.1	Backhoe/loader, with operator, per 1/2 hour .....	91.50
9.5.2	Fork Lift	
9.5.2.1	4-ton, with operator, per 1/2 hour.....	91.50
9.5.3	Labor and Materials	
9.5.3.1	City employees, straight time, per hour.....	79.00
9.5.3.2	City employees, overtime, per hour .....	110.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%
9.5.4	Pumps	
9.5.4.1	Dewatering, electric, per day .....	36.00
9.5.4.2	Dewatering, electric, per week.....	146.00
9.5.4.3	Dewatering, electric, per month .....	365.00
9.5.4.4	Dewatering gasoline, per day.....	61.00
9.5.4.5	Sewage, vessel or RV pump-out, per use .....	12.00
9.5.5	Tanker, used oil, with operator, per hour .....	158.00
9.5.6	Vessel, with operator, per hour.....	129.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)	
9.6.1	• Vessels 80' and under.....	1.85
9.6.2	• Vessels 81' and over.....	2.15
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3.	
	• Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free when scheduled in advance. Dockage fees do not apply to the moorage ceiling.	
9.7	Moorage, exclusive, annual	
	• Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length: Length x rate per linear foot.	
	• Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater.	
	• Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.	
	• 20% surcharge for vessels wider than 80% of the slip water space	
	• 50% surcharge for vessels wider than 100% of the slip water space	
9.7.1	0 to 20 feet .....	36.55
9.7.2	21 to 30 feet .....	36.55
9.7.3	31 to 40 feet .....	36.55
9.7.4	41 to 60 feet .....	49.95
9.7.5	61 to 80 feet .....	74.31
9.7.6	81 to 100 feet.....	87.10
9.7.7	101 to 120 feet.....	99.89
9.7.8	121 to 150 feet.....	108.42



**Section 9 Harbor (continued)**

9.7.9	151+ .....	121.82
9.8	Moorage, open/daily .....	1/60 of the annual moorage rate
	<ul style="list-style-type: none"> <li>• Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached.</li> <li>• Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.</li> <li>• Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis.</li> </ul>	
9.9	<b>Parking</b>	
9.9.1	Trailers at designated long-term parking areas	
9.9.1.1	Daily .....	6.00
9.9.1.2	Monthly .....	91.50
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day .....	1.00
	<ul style="list-style-type: none"> <li>• Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor.</li> </ul>	
9.10	<b>Gravel ramp use at SHH and SPH</b>	
9.10.1	Aircraft, per launch or retrieval.....	91.50
9.10.2	Vessels under 76 feet in length, per foot, per tide .....	1.25
9.10.3	Vessels 76 feet and longer, per foot, per tide .....	1.80
9.10.4	Annual usage fee (must be paid in advance) .....	2437.00
9.11	Waiting list, per year .....	30.50
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)	
9.12.1	Daily .....	10.00
9.12.2	Annual.....	122.00
9.13	<b>Administrative fees</b>	
9.13.1	Slip transfer fee, per vessel.....	18.00
9.13.2	Account sent to collections.....	122.00
9.14	Vessel sewage disposal at Pier II per day (dockage charged separately)	91.50
9.15	Harbor Shower Fee, per time period .....	6.00
<u>9.16</u>	<u>Crane Use Fee, per 15 minute period or portion thereof .....</u>	<u>25.00</u>

**Section 12 Parks and Recreation**

*Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activities fee to reduce cost of Person or group participants. Promotional events may occur throughout the year that are not listed in the fee schedule when fees and events are approved by the City Manager.*

12.1	<b>City Organized Activities</b>	
12.1.1	<b><u>Basketball</u></b>	
12.1.1.1	Adult Recreation Basketball Class A & Open Per Season Per Team.....	450.00
12.1.1.2	Adult Recreation Basketball Class B & C Per Season Per Team.....	350.00
<u>12.1.1.3</u>	<u>Adult Recreation Basketball Half Season Per Team.....</u>	<u>250.00</u>
12.1.1.4	Adult Recreation Basketball B & C (Student) Per Season Per Team .....	175.00
12.1.1.5	Adult Recreation Basketball Class A & Open Per Person .....	75.00
12.1.1.6	Adult Recreation Basketball Class B & C Per Person.....	75.00
<u>12.1.1.7</u>	<u>Adult Recreation Basketball (Student/Tournament/Half Season) Per Person .....</u>	<u>50.00</u>

**Section 12 Parks and Recreation (continued)**

12.1.1.8	Little Dribblers Per Season (6 weeks) Per Person .....	40.00
12.1.2	<u>Volleyball</u>	
12.1.2.1	Adult Recreation Volleyball Per Season Per Team.....	200.00
12.1.2.2	Adult Recreation Volleyball Per Person .....	40.00
12.1.2.3	Adult Recreation Women's Volleyball Per Person .....	25.00
12.1.3	<u>Soccer</u>	
12.1.3.1	Youth Soccer Per Season (6 weeks) Per Person .....	40.00
12.1.4	<u>Races</u>	
12.1.4.1	Per Race Per Adult .....	30.00
12.1.4.2	Per Race Per Youth/Senior .....	20.00
12.1.5	<u>Summer Program</u>	
12.1.5.1	Per Session (2 Week) Per Child.....	40.00
12.1.6	<u>Softball</u>	
12.1.6.1	Adult Recreation Softball Per Season Per Team .....	200.00
12.1.6.2	Adult Recreation Softball Per Season Per Person .....	25.00
	<u>Hockey</u>	
12.1.7.1	Adult Recreation Hockey Per Season Per Person .....	75.00
12.2.1	<b>City Facility</b>	
12.2.1	<u>Ice Rink</u>	
12.2.1.1	Ice Time Per Session Per Adult .....	5.00
12.2.1.2	Ice Time Per Session Per Student/Senior .....	2.00
12.2.1.3	Ice Time Per Month Per Adult .....	45.00
12.2.1.4	Ice Time Per Month Per Student .....	15.00
12.2.1.5	Ice Time Per Season Per Adult .....	160.00
12.2.1.6	Ice Time Per Season Per Student/Senior .....	55.00
12.2.1.7	Rental Per Hour .....	100.00
12.2.1.8	Dasher board sponsor .....	350.00
12.2.2	<u>Swimming Pool</u>	
12.2.2.1	Per Session Per Adult .....	5.00
12.2.2.2	Per Session Per Youth/Senior.....	2.00
12.2.2.3	Per Month Per Adult .....	45.00
12.2.2.4	Per Month Per Student.....	15.00
<u>12.2.2.5</u>	<u>Per Month Infant .....</u>	<u>8.00</u>
<u>12.2.2.6</u>	<u>10 Punch Per Adult.....</u>	<u>45.00</u>
<u>12.2.2.7</u>	<u>10 Punch Youth/Senior.....</u>	<u>15.00</u>
<u>12.2.2.8</u>	<u>10 Punch Infant .....</u>	<u>8.00</u>
<u>12.2.2.9</u>	<u>Per Year Per Adult.....</u>	<del>420.00</del> <u>360.00</u>
<u>12.2.2.10</u>	<u>Per Year Youth/Senior.....</u>	<del>135.00</del> <u>120.00</u>
12.2.2.8	Infant - 3 years.....	1.00
12.2.2.9	Lessons Per Persons Per Session .....	40.00
12.2.2.10	Pool Rental 1.5 Hour Block & Cleaning Fee .....	175.00
12.2.3	<u>Teen Center</u>	
12.2.3.1	Racquetball Per Adult Per Session (1 hour) .....	5.00
12.2.3.2	Racquetball Per Student/Senior Per Session (1 Hour) .....	2.00
12.2.3.3	Racquetball Per Month Per Adult .....	45.00
12.2.3.4	Racquetball Per Month Per Youth/Senior .....	15.00
12.2.3.5	Racquetball Per Year Per Adult .....	<del>420.00</del> <u>360.00</u>
12.2.3.6	Racquetball Per Year Per Youth/Senior.....	<del>135.00</del> <u>120.00</u>
12.2.3.7	Auditorium Cleaning Fee .....	25.00
12.2.3.8	Auditorium Per 4 Hour Block (Under 50 people) .....	100.00
12.2.3.9	Auditorium Per 4 Hour Block (Over 50 people) .....	200.00



	<u>12.2.3.10</u>	<u>Folding Table Rental (Cost is per table)</u> .....	<u>5.00</u>
	<u>12.2.3.11</u>	<u>Folding Chair Rental (Cost is per chair)</u> .....	<u>2.00</u>
	12.4.4	<u>East Addition Recreation Building</u>	
	12.2.4.1	Per Three Hour Block .....	100.00

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Adopted:

**CITY OF KODIAK**  
**ORDINANCE NUMBER 1378**  
**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING TITLE 5**  
**WITH THE RENUMBERING OF KCC CHAPTER 7.40 TO CHAPTER 5.24 AND THE**  
**ADDITION OF NEW SECTIONS FOR MARIJUANA BUSINESSES, AND AMENDING**  
**CHAPTER 8.48 TO REFLECT ALASKA MARIJUANA LAW**

WHEREAS, the Kodiak city council has been designated as the city's local regulatory authority on marijuana;

WHEREAS,

WHEREAS,

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kodiak, Alaska, as follows:

**Section 1:** This ordinance is of a permanent and general nature and shall be included in the Kodiak City Code.

**Section 2:** Chapter 7.40 Marijuana Regulation, of the Kodiak City Code, is hereby renumbered to Chapter 5.24, with Section 7.40.010 renumbered to 5.24.010 accordingly.

**Section 3:** Chapter 5.24 Marijuana Regulation, of the Kodiak City Code, is hereby amended with the addition of a new Section 5.24.005 to read as follows:

**5.24.005. Definitions.**

As used in this chapter the following definitions shall apply:

“Edible marijuana product” means a marijuana product that is intended to be consumed orally, whether as food or drink.

“Licensed premises” means any or all designated portions of a building or structure, or rooms or enclosures in the building or structure, at the specific address for which a marijuana establishment license is issued, and used, controlled, or operated by the marijuana establishment to carry out the business for which it is licensed.

“School ground” means any facility operated by a school board or private school, as defined by AS 14.45.200, to provide educational, athletic, or recreational activities for persons under 18 years of age and shall include facilities providing post-secondary education and child care facilities licensed under AS 47.32.010.

**Section 4:** Chapter 5.24 Marijuana Regulation, of the Kodiak City Code, is hereby amended with the addition of a new Section 5.24.020 to read as follows:

(7) The business operated under the license is, on the date the manager ~~council~~ considers the matter, in violation of a state or municipal fire, health, or safety code, or for any concern identified by the building official, or police chief or fire chief (A conviction for a violation is not a prerequisite for a protest under this section);

~~(8) The concentration of other marijuana business or alcohol licenses in the area;~~

(9) Any factor identified by state statute or regulation as appropriate grounds for a protest; or

~~(10) Any other factor the council determines is generally relevant or is relevant to a particular application.~~

**(d) In the case where a license application is rejected, the applicant shall have ten (10) business days to file an appeal of a decision with the clerk. The clerk shall bring the matter of appeal to the council's next regular meeting and a reversal or approval of the decision shall be determined by unanimous vote.**

**Section 5:** Chapter 5.24 Marijuana Regulation, of the Kodiak City Code, is hereby amended with the addition of a new Section 5.24.030 to read as follows: 5.24.030. Licensed premises not less than 500 feet from schools.

(a) Licensed premises shall not be located within 500 feet of any school ground.

(b) The distance specified in this section shall be measured by a straight line from the public entrance of the building in which the licensed premises would be located to **the public entrance of a school** ~~lot line or real property boundary for the any lot or parcel containing a school ground.~~

(c) This section does not prohibit the renewal of an existing marijuana establishment license or the transfer of an existing marijuana establishment license to another person if the licensed premises were in use before the school ground began use of a site within 500 feet.

**Section 6:** Chapter 5.24 Marijuana Regulation, of the Kodiak City Code, is hereby amended with the addition of a new Section 5.24.040 to read as follows:

**~~5.24.040. Manufacture and Sale of Marijuana Edibles Prohibited.~~**

~~Manufacture of edible marijuana products on any licensed premises and all sale of edible marijuana products is unlawful.~~

~~**Section 7:** Section 8.48.010 of the Kodiak City Code is hereby amended to read as follows:~~

~~[deleted text is struck-through; added text is underlined]~~

**~~8.48.010 Use restrictions.~~**

~~No person shall have possession of or be addicted to the use of a narcotic drug, or be under the influence of a narcotic drug in the city, except when such narcotic drugs are or have been prescribed or administered by or under the direction of a person licensed by the state of Alaska to prescribe and administer narcotics.~~

**Section 8:** Section 8.48.020 of the Kodiak City Code is hereby amended to read as follows:

~~[deleted text is struck-through; added text is underlined]~~

**~~8.48.020 Sale or possession of drug paraphernalia.~~**

~~(a) No person may knowingly sell or possess drug paraphernalia.~~

**City of Kodiak Ordinance 1378 Notes**

**Council Member Daniel Mckenna-Foster**

I apologize that I missed a lot of these things in the initial work session, but fortunately there is still time to discuss them now. My primary concerns with this ordinance are:

1. What is our primary intention in passing it—regulation or complication? Voters approved the legalization and sale of Marijuana—have they voted to exclude certain types of it (I don't know, am seeking clarification). If we are aiming to protect children, should we also pass ordinances that ban alcoholic drinks that look like lemonade, or perhaps even sugary foods which cause diabetes?
2. As I understand it, this ordinance puts approval of a marijuana retail business at the investigation of the City administration (with no time limits) with an ultimate decision by the Council. Do we really want the council to be voting on which types of businesses can operate where? Would we want the council to vote on approval of a tobacco shop, candy shop, or gun shop? I suggest we make this a purely administrative process with a simple but comprehensive application with clear, understandable standards.

Some of my more specific comments/proposals can be found below:

1.	Line	Type of change	Comment
2.	51-59	Rules, Process	As an application review is a largely administrative exercise, investigations should be the purview of the manager. Presumably, proper research and communication with department heads would be included in this.
3.	71	Clarity	The inclusion of a discrete time period will help provide applicants a measure of due process and ensure that the City acts in a timely manner to respond to new businesses
4.	75	Clarity	Hopefully this change will be more effective as an umbrella for all regulations, and also remind applicants that they will be dealing with more than just the City.
5.	81	Process	Responsibility on manager, not council.
6.	90-92	Process	How will the City ascertain Borough information/enforce violations?
7.	94	Clarity	Hopefully covered in line 75

8.	94	Process	See note #1
9.	98	Process	<p>Weighing an application based on the “concentration” of other marijuana business or alcohol licenses in the area seems vague and potentially unfair.</p> <p>Who decides what concentration is good and what concentration is bad? Does the City have any plans or other documents which have been passed by ordinance which state clearly the City’s preferences or plans for concentrating or not concentrating alcohol or marijuana businesses? What if there is a high concentration of alcohol licenses but none of them are being used?</p> <p>This also seems like a land use issue, which I do not believe is within the purview of the City’s powers. Imagine you are a business owner and you have to appeal to the City Council to ask for where you can put your business. Does that sound very free or welcoming?</p> <p>This seems arbitrary and poorly defined. Who says what is relevant?</p>
10.	101	Rules, Process	
11.	115-116	Rules	<p>500 feet is given as the number of choice for distance between marijuana products and schools. Is this because children cannot walk farther than 500 feet? Is it because at 500 feet an undesirable business is less visible?</p> <p>In any case, it seems that 500 feet has been an acceptable distance, so it is unclear why we need to extend this by making the buffer be 500 feet from the <i>property line</i>. Kodiak has limited real estate, and the larger the buffer, the less commercial space will be available for tax-revenue producing activities.</p> <p>The best way to prohibit children from entering marijuana businesses would be by prohibiting them from entering the premises by ID checks.</p>
12.	124	Rules, Clarity	<p>I am only proposing we remove this section until we have a bit more information about the <i>intent</i>. Why is edible marijuana more dangerous than other forms of consumed marijuana?</p> <p>Should we also ban sugary alcoholic drinks from liquor stores?</p>

13.	138-163	Rules	<p>I am not sure why we are talking about illegal drug paraphernalia with legalized marijuana. I also think a lot of this is largely unenforceable. Additionally I am curious as to how this section might clash with Alaska state law:</p> <p><i>“Sec. 17.38.060. Marijuana accessories authorized. Notwithstanding any other provision of law, it is lawful and shall not be an offense under Alaska law or the law of any political subdivision of Alaska or be a basis for seizure or forfeiture of assets under Alaska law for persons 21 years of age or older to manufacture, possess, or purchase marijuana accessories, or to distribute or sell marijuana accessories to a person who is 21 years of age or older.”</i></p>
14.	166	Rules, constitutionality	<p>Line 166 states that a person charged with a violation of this section does not have a right to a jury or to a court appointed lawyer. So does that mean if a person was charged (but not tried/found guilty) with possession of some sort of pipe they would not have a right to a jury or court appointed lawyer?</p> <p>This seems like a violation of civil rights, but I am not a lawyer so I would like to hear a better explanation.</p>